



# The Talon Group

TITLE AND SETTLEMENT SERVICES

**First American Title Insurance Company**

## PRELIMINARY JUDICIAL REPORT

**Preliminary Judicial No.: 1455275-NE**

**Guaranteed Party:**

Roetzel & Andress Co., L.P.A.  
222 S. Main Street  
Akron, OH 44308  
Attn: Cynthia Bayer

**Inquiries Should be Directed To:**

The Talon Group  
159 South Main Street, Suite 1005  
Akron, OH 44308  
(330)643-8800

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, First American Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 1,140,306.00 that it has examined the public records in Wyandot County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in

PSD Development, LLC, an Ohio Limited Liability Company

by Quit Claim Deed recorded in OR Book 177, Page 664 and General Warranty Deed in OR Book 182, Page 783 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

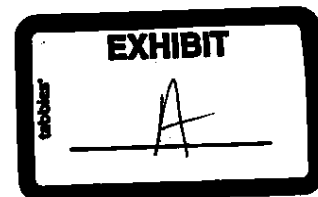
This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: June 3, 2008 at 7:29 A.M.

Signed By: \_\_\_\_\_

Authorized Signatory





# The Talon Group

TITLE AND SETTLEMENT SERVICES

## First American Title Insurance Company

### Schedule A

#### Description of Real Property

Situated in the Township of Salem, County of Wyandot and State of Ohio

#### PARCEL NO. 1:

##### Tract No. 1:

Situated in the Township of Salem, County of Wyandot, State of Ohio:

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

Thence on an assumed bearing South 89° 13' 00" West a distance of 884.36 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

Thence continuing South 89° 13' 00" West a distance of 390.68 feet along the centerline of County Highway 4 to a railroad spike set;

Thence North 29° 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

Thence North 89° 13' 00" East a distance of 659.00 feet to a 5/8 inch iron pin set;

Thence South 00° 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

Thence North 89° 13' 00" East a distance of 310.68 feet to a 5/8 inch iron pin set;

Thence South 00° 47' 00" East a distance of 269.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.900 acres, more or less, based on a survey by Robert Lyn Makeever, P.E., P.S. Surveyor Number 6828, dated September 23, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 30 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

PPN: 34-132001-0000

##### Tract No. 2:

Situated in the Township of Salem, County of Wyandot and State of Ohio:

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 199 and the north line of the above said quarter section, thence South 88° 16' West along the north line of said quarter section a distance of 476.46 feet to the true place of beginning;

Thence South 2° 35' 40" East a distance of 296.06 feet;

Thence South 89° 13' West a distance of 1271.7 feet;

Thence North 29° 21' West along the East right-of-way of the C & O Railroad for a distance of 310.4 feet;

Thence North 88° 16' East along the north section line a distance of 1410.96 feet to the point of beginning and containing in all 8.77 acres more or less and subject to all legal highways and other legal easements of record.

PPN: 34-1305.0100 and 34-1300.0100

##### Tract No. 3:

Situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:



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## First American Title Insurance Company

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 34, Township 1 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89° 31' 22" West for a distance of 487.64 feet to the place of beginning; Thence North 6° 06' 00" West for a distance of 456.72 feet to a point; Thence North 16° 36' 00" West for a distance of 165.00 feet to a point; Thence North 23° 51' 00" West for a distance of 198.00 feet to a point; Thence North 35° 0' 00" West for a distance of 132.00 feet to a point; Thence North 36° 10' 00" West for a distance of 27.69 feet to an iron pin; Thence South 86° 51' 11" West for a distance of 2,038.94 feet to a post; Thence South 24° 32' 17" East on the Easterly line of the C & O Railroad property for a distance of 910.14 feet to a post; Thence North 89° 31' 22" East on the South line of Section 35 for a distance of 1,925.67 feet to the place of beginning (passing over an iron pin at 1,923.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Harry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using tile drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchasers shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

### EXCEPTING THEREFROM THE FOLLOWING:

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:  
Beginning for the same at the Southeast corner in the above said quarter section;  
Thence South 89° 31' 22" West a distance of 487.64 feet;  
Thence North 06° 06' West a distance of 431.82 feet to the true point of beginning;  
Thence South 75° 38' West a distance of 500.00 feet;  
Thence North 14° 22' West a distance of 220.45 feet;  
Thence North 75° 38' East a distance of 492.00 feet;  
Thence South 23° 51' East a distance of 31.40 feet;  
Thence South 16° 36' East a distance of 165.00 feet;  
Thence South 06° 06' East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.  
And containing after said exception, 38.87 acres of land, more or less.

PPN: 09-0510.0100 and 09-0630.000

### PARCEL NO. 2:

#### Tract No. 1:

Situated in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
Being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township, Wyandot County, Ohio, and further described as follows:  
Commencing at a found railroad spike marking the intersection of centerline of SR 199 and CH 4;  
Thence S 89° 13' 00" W along the centerline of CH 4, a distance of 606.36 feet to a set P-K nail and being the POINT OF BEGINNING;  
Thence continuing S 89° 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;  
Thence N 00° 47' 01" W, a distance of 269.09 feet to a found iron rod, passing a found iron rod a distance of 20.00 feet;  
Thence N 89° 13' 00" E, a distance of 98.00 feet to a set iron rod;  
Thence S 00° 47' 01" E, a distance of 269.09 feet to the POINT OF BEGINNING, passing a set iron rod a distance of 249.09 feet.  
Containing in all 0.605 acres of land, more or less, subject to all legal highways and easements of record.



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Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koehler, P.S., #7457, in September 1994.

PPN: 34-1320.0000

### Tract No. 2:

Situated in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

Being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South, Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route 199;

Thence South 89° 13' 00" West Seven Hundred Four and Thirty-Six Hundredths (704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

Thence South 89° 13' 00" West One Hundred Eighty and Zero Hundredths (180.00) feet along the centerline of County Highway 4 to a found railroad spike marking the Southeasterly corner of a 2.926 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page 343 in the Wyandot County Recorder's Office;

Thence North 00° 47' 01" West Two Hundred Sixty-Nine and Nine Hundredths (269.09) feet along said Montgomery's Westerly line to a found iron rod;

Thence North 89° 13' 00" East One Hundred Eighty and Zero Hundredths (180.00) feet along said Montgomery's Northerly line to a set iron rod;

Thence South 00° 47' 01" East Two Hundred Sixty-Nine and Nine Hundredths (269.09) feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearings are assumed and for angular measurement only. This legal description is based upon a survey done by James G. Homan, Jr., P.S. #6972, HANK AND ASSOCIATES, INC., in September 1991.

PPN: 34-1320.0200

PROPERTY ADDRESS: 7148 State Highway 199, Upper Sandusky, OH 43351

**End of Schedule A**



# **The Talon Group**

TITLE AND SETTLEMENT SERVICES

## **First American Title Insurance Company**

### **Schedule B**

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Easements, conditions, reservations, leases, right of ways, covenants and restrictions affecting premises in Schedule A.
2. Subject to unfiled mechanics' and materialmen's liens which may be filed pursuant to O.R.C. & 1311.21 (C).
3. Mortgage between PSD Development, LLC, an Ohio limited liability company as mortgagor, and Ag Credit, ACA, as mortgagee, in the original stated principal amount of \$10,000,000.00, recorded in OR Book 187, Page 812 on August 10, 2007.
4. Mortgage between PSD Development, LLC, an Ohio limited liability company as mortgagor, and Ag Credit Agricultural Credit Association, as mortgagee, in the original stated principal amount of \$12,000,000.00, recorded in OR Book 193, Page 360 on April 18, 2008.
5. A financing statement recorded August 8, 2007 as Financing Statement No. 200700040961.  
Debtor: PSD Development, LLC and PSD Leasing, LLC  
Secured party: Ag Credit, ACA
6. Notice of Commencement pursuant to Ohio revised Code Section 1311.04, filed for record November 30, 2006 as OR Book Recorder's File No. 176, Page 229 of Wyandot County Records.  
  
Amendment to the above Notice of Commencement filed for record on August 10, 2007 in OR Book 187, Page 822 of Wyandot County Records.
7. Mechanic's Lien by Younglove Construction, LLC, Lien Claimant against PSD Development, LLC, an Ohio limited liability company, filed for record February 8, 2008 as OR Book 191, Page 2229 of Wyandot County Records in the amount of \$1,140,306.00, covering certain material furnished or certain labor or work performed in furtherance of improvements.
8. Notice of Lien: Ohio Dept. of Job and Family Services, Bureau of Unemployment Compensation Tax vs. Kalmbach Feed Ingredients, Inc., in the amount of \$9682.22, filed for record on April 26, 2007 in OR Book 182, Page 673 of Wyandot County Records.

NOTE: Above is prior owner. Possible fraudulent transfer.



# **The Talon Group**

TITLE AND SETTLEMENT SERVICES

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9. The County Treasurer's Tax Duplicate shows taxes for Parcel No. 9-051001.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$1521.75 (\$1506.97 net taxes and \$14.78 special assessment) are paid.

Taxes for the second half of 2007 in the amount of \$1521.75 (\$1506.97 net taxes and \$14.78 special assessment) are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 34-132001.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$22.34 (\$11.34 net taxes and \$11.00 special assessment) are paid.

Taxes for the second half of 2007 in the amount of \$11.34 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 09-063000.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$0.13 are paid.

Taxes for the second half of 2007 in the amount of \$0.13 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 34-130001.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$47.71 (\$43.48 net taxes and \$4.23 special assessment) are paid.

Taxes for the second half of 2007 in the amount of \$43.48 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 34-130501.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$51.56 (\$46.94 net taxes and \$4.62 special assessment) are paid.

Taxes for the second half of 2007 in the amount of \$46.94 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 34-132000.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$11.47 (\$9.47 net taxes and \$2.00 special assessment) are paid.

Taxes for the second half of 2007 in the amount of \$9.47 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 34-132002.0000 in the name of PSD Development, LLC.

Taxes for the first half of 2007 in the amount of \$349.77 (\$347.77 net taxes and \$2.00 special assessment) are paid.

Taxes for the second half of 2007 in the amount of \$347.77 are paid.

NOTE: Caption is subject to a CAUV reduction which may result in a tax recoupment. Please contact the County Treasurer's Office prior to next transfer.



***The Talon Group***

TITLE AND SETTLEMENT SERVICES

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Taxes for the year 2008, amount undetermined, are a lien, not yet due and payable. Special Taxes and Assessments of any kind, if any.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

**End of Judicial Report**



# The Talon Group

TITLE AND SETTLEMENT SERVICES

## First American Title Insurance Company

### EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records, including but not limited to: mis-indexing, misspellings or any other misinformation contained therein.
3. The Company assumes no liability under this Report for matters affecting title subsequent to the date of the Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

### CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

#### 1. DEFINITION OF TERMS

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required by law to be maintained in the following public offices in the County in which the land is situated:

- a) The County Recorder;
- b) Clerk of Court of Common Pleas;
- c) Probate Court, excluding adoption, birth, death and marriage records;
- d) Any other court located within the County having jurisdiction over land in Schedule A;
- e) Sheriff for land levies; and
- f) County Treasurers' latest certified tax duplicate, for taxes and assessments shown thereon as of the date of issuance of this preliminary judicial report.

#### 2. DETERMINATION OF LIABILITY

This Report, together with any Final Judicial Report or any Supplement thereto, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

#### 3. LIABILITY OF COMPANY

This Report is a guarantee of the record title of the land only, as disclosed by an examination of the Public Records herein defined in the chain of title ownership.

#### 4. NOTICE OF CLAIM TO BE GIVEN BY GUARANTEED CLAIMANT

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify Company promptly in writing and secure to the Company the

right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after such loss is sustained. A failure to furnish a statement of loss or damage and to commence such action within the time herein before specified shall be a conclusive bar against the maintenance of any action under this Report.

#### 5. EXTENT OF LIABILITY

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report pro tanto and the Company's liability shall terminate when the total amount of the Report has been paid.

#### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

The Company in its sole discretion shall have the following options:

- a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees or any costs of defense or prosecution of any litigation.
- b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien, or encumbrance guaranteed against by this Report.

#### 7. NOTICES

All notices required to be given the Company shall be given promptly and any statement in writing required to be furnished the Company shall be addressed to the Company, Attention: Claims Department, One First American Way, Santa Ana, California 92707.



Requested By: mbk 06/05/2008

Instrument: 200600031579 DR Book Page: 177 664

200600031579  
Filed for Record in  
WYANDOT COUNTY  
KAREN KLINE  
12-29-2006 At 03:45 pm.  
QUIT CLAIM 44.00  
OR Book 177 Page 664 - 667

**QUIT CLAIM DEED**  
**(Statutory Deed)**

Kalmbach Feeds, Inc., an Ohio Corporation, for valuable consideration paid, grants to PSD Development, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 7148 State Highway 199, Upper Sandusky, OH 43351, in the following described real property:

**SEE ATTACHED EXHIBIT A**

**Subject to all easements, reservations, right-of-ways and leases of record.**

**This is a statutory deed in conformity to O.R.C. 5302.11.**

**Grantees assume and agree to pay all future taxes, levies and assessments.**

**No examination to title was made for this transfer.**

Witness my hand this 29 day of December, 2006.

KALMBACH FEEDS, INC., AN OHIO  
CORPORATION  
*Paul M. Kalmbach*  
Paul M. Kalmbach, President

STATE OF OHIO )  
 ) SS.  
COUNTY OF WYANDOT )

Before me, as Notary Public in and for said County and State, personally appeared the above named Paul M. Kalmbach, President of Kalmbach Feeds, Inc., who acknowledged that he did sign the foregoing instrument and that he is authorized to sign the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Upper Sandusky, Ohio this 27<sup>th</sup> day of December, 2006.

**Notary Public**

**Diana L. Miller**  
**NOTARY PUBLIC, STATE OF OHIO**  
 My Commission Expires January 25, 2011

Prepared By: James W. Pry II, Attorney at Law, Bucyrus, Ohio

**TRANSFERRED**

TRANSFER FEE 250  
CONVEYANCE EXAMINED.  
SEC. 318-202 R.C. COMPLIED WITH

SEC. 318.202 R.C. COMPLIED WITH

DEC 29 2006

AMT. Edm. T.  
JEFFREY A. MCCLAIN  
WYANDOT COUNTY AUDITOR

## EXHIBIT A

Situated in the Township of Salem, County of Wyandot, State of Ohio:

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

thence on an assumed bearing South 89 deg. 13' 00" West a distance of 884.36 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

thence continuing South 89 deg. 13' 00" West a distance of 390.68 feet along the centerline of County Highway 4 to a railroad spike set;

thence North 29 deg. 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 659.00 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 310.68 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 269.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.900 acres, more or less, based on a survey by Robert Lyn Makeever, P.E., P.S. Surveyor Number 6828, dated September 23, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 30 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

Prior Deed Reference: Volume 192, Page 906.

✓PPN: 34-132001-0000

ALSO,

Situated in the Township of Salem, County of Wyandot and State of Ohio:

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 199 and the north line of the above said quarter section, thence South 88 deg. 16 min. West along the north line of said quarter section a distance of 476.46 feet to the true place of beginning;

Thence <sup>S</sup>2 deg. 35 min. 40 sec. East a distance of 296.06 feet;

Thence South 89 deg. 13 min. West a distance of 1271.7 feet;

Thence North 29 deg. 21 min. West along the East right-of-way of the C & O Railroad for a distance of 310.4 feet;

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Instrument  
200400031579 OR  
Book Page  
177 666

other legal easements of record.  
PPN: 34-1305.0100 and 34-1300.0100

ALSO,

Situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 34, Township 1 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89 deg. 31 min. 22 sec. West for a distance of 487.64 feet to the place of beginning;

Thence North 6 deg. 06 min. 00 sec. West for a distance of 456.72 feet to a point;

Thence North 16 deg. 36 min. 00 sec. West for a distance of 165.00 feet to a point;

Thence North 23 deg. 51 min. 00 sec. West for a distance of 198.00 feet to a point;

Thence North 35 deg. 0 min. 00 sec. West for a distance of 132.00 feet to a point;

Thence North 36 deg. 10 min. 00 sec. West for a distance of 27.69 feet to an iron pin;

Thence South 86 deg. 51 min. 11 sec. West for a distance of 2,038.94 feet to a post;

Thence South 24 deg. 32 min. 17 sec. East on the Easterly line of the C&O Railroad property for a distance of 910.14 feet to a post;

Thence North 89 deg. 31 min. 22 sec. East on the South line of Section 35 for a distance of 1,925.67 feet to the place of beginning (passing over an iron pin at 1,923.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Harry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using tile drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchasers shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

EXCEPTING THEREFROM THE FOLLOWING

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:

Beginning for the same at the Southeast corner in the above said quarter section;

thence South 89 deg. 31 min. 22 sec. West a distance of 487.64 feet;

thence North 06 deg. 06 min. West a distance of 431.82 feet to the true point of beginning;

thence South 75 deg. 38 min. West a distance of 500.00 feet;

thence North 14 deg. 22 min. West a distance of 220.45 feet;

thence North 75 deg. 38 min. East a distance of 492.00 feet;

thence South 23 deg. 51 min. East a distance of 31.40 feet;

thence South 16 deg. 36 min. East a distance of 165.00 feet;

thence South 06 deg. 06 min. East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.

And containing after said exception, 38.87 acres of land, more or less.

✓ PPN: 09-0510.0100 and 09-0630.000  
Prior Deed Reference: Volume 196, Page 445

DESCRIPTION CHECKED  
TAX MAP OFFICE 12-29-06/LS

Instrument Book Page  
200600031579 OR 177 667

Requested By: msk 06/05/2008

Case: 3:08-cv-01447-JGC Doc #: 1-1 Filed: 06/10/08 Page 13 of 33 PageID #: 21

**GENERAL WARRANTY DEED**  
(Statutory Form)

200700032956  
Filed for Record in  
WYANDOT COUNTY  
KAREN KLINE  
04-27-2007 At 09:09 am.  
WARRANTY 28.00  
OR Book 182 Page 783 - 784

107-316

KNOW ALL MEN BY THESE PRESENTS:

THAT:

Garnett Douglas Sayre and Joy A. Sayre, husband and wife of Wyandot County, Ohio, for \$10.00 and other valuable consideration paid, grants, with general warranty covenants, to PSD DEVELOPMENT, LLC, whose tax-mailing/property address is 7148 State Highway 199, Upper Sandusky, OH 43351, the following described real property:

SEE ATTACHED EXHIBIT "A"

be the same more or less, but subject to all legal highways, easements, reservations, rights of way, leases, and restrictions of record.

Permanent Parcel Number: 34-1370-0000  
34-1370-0100

**ADJOINER PARCEL**  
**TO #** 34-1370-0100

Prior Deed Reference Book 213, Page 575.

Real estate taxes, levies and assessments shall be pro-rated at date of closing with the Grantee assuming and agreeing to pay all future taxes, levies and assessments.

This is a statutory deed in conformity of O.R.C. 5302.05. (5302.17)

And for valuable consideration Garnett Douglas Sayre and Joy A. Sayre, owning said premises as tenants in common, do each hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all our rights and expectancy of Dower in the above described premises.

  
Garnett Douglas Sayre

  
Joy A. Sayre

STATE OF OHIO

) SS.

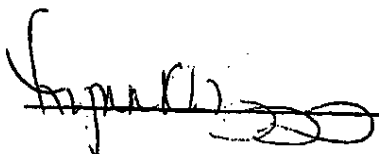
COUNTY OF Crawford

Before me, as Notary Public in and for said County and State, personally appeared the above named Garnett Douglas Sayre and Joy A. Sayre, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bucyrus, Ohio this 25th day of April, 2007.



Lynn K. Murtiff  
Notary Public, State of Ohio  
My Commission Expires  
1-16-2011



This instrument prepared by: James W. Pry II, Attorney, Attorney at Law,  
Bucyrus, Ohio 44820

**TRANSFERRED**  
TRANSFER FEE 1.00  
CONVEYANCE EXAMINED,  
SEC. 319-202 R.C. COMPLIED WITH

APR 27 2007

AMT 300.  
JEFFREY A. McCLAIN  
WYANDOT COUNTY AUDITOR

INDEXED

Instrument  
200700032956 OR  
Book Page  
182 783

**EXHIBIT "A"**Instrument Book Page  
200700032956 OR 182 784REFERENCE SURVEY VOL. 9 IN THE TAX MAP OFFICE  
PAGE 148**PARCEL 1:**

Situated in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
Being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township, Wyandot County, Ohio, and further described as follows:

Commencing at a found railroad spike marking the intersection of centerline of SR 199 and CH 4;

thence S 89 deg. 13' 00" W along the centerline of CH 4, a distance 608.38 feet to a set P-K nail and being the POINT OF BEGINNING;

thence continuing S 89 deg. 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;

thence N 00 deg. 47' 01" W, a distance of 289.09 feet to a found iron rod, passing a found iron rod a distance of 20.00 feet;

thence N 89 deg. 13' 00" E, a distance of 98.00 feet to a set iron rod;

thence S 00 deg. 47' 01" E, a distance of 289.09 feet to the POINT OF BEGINNING, passing a set iron rod a distance of 249.09 feet.

Containing in all 0.605 acres of land, more or less, subject to all legal highways and easements of record. Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koehler, P.S., #7457, in September 1994.

**PARCEL 2:**

Situated in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

Being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South, Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route 199;

thence South 89 degrees 13 minutes 00 seconds West Seven Hundred Four and Thirty-Six Hundredths (704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

thence South 89 degrees 13 minutes 00 seconds West One Hundred Eighty and Zero Hundredths (180.00) feet along the centerline of County Highway 4 to a found railroad spike marking the Southeasterly corner of a 2.926 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page 343 in the Wyandot County Recorder's Office;

thence North 00 degrees 47 minutes 01 seconds West Two Hundred Sixty-Nine and Nine Hundredths (269.09) feet along said Montgomery's Westerly line to a found iron rod;

thence North 89 degrees 13 minutes 00 seconds East One Hundred Eighty and Zero Hundredths (180.00) feet along said Montgomery's Northerly line to a set iron rod;

thence South 00 degrees 47 minutes 01 seconds East Two Hundred Sixty-Nine and Nine Hundredths (269.09) feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearing are assumed and for angular measurement only. This legal description is based upon a survey done by James G. Homan, Jr., P.S. #8972, HANK AND ASSOCIATES, INC., in September 1991.

AND CONTAINING IN THE AGGREGATE, IN PARCEL NO. 1 AND PARCEL NO. 2, 1.715 ACRES, MORE OR LESS.

**THIS CONVEYANCE MEETS WYANDOT  
REGIONAL PLANNING COMMISSION  
ACREAGE AND SIZE REQUIREMENTS.  
APPLICATION # Parcel # 91-30**

DESCRIPTION CHECKED  
TAX MAP OFFICE 04-27-07AB

**THIS CONVEYANCE MEETS WYANDOT  
REGIONAL PLANNING COMMISSION  
ACREAGE AND SIZE REQUIREMENTS.  
APPLICATION # Parcel # 91-24**

Requested By: mbl 06/05/2008

Case: 3:08-cv-01447-JSC Doc #: 1-1 Filed: 06/10/08 Page 1 of 1

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187 812200700034247  
Filed for Record in  
WYANDOT COUNTY  
KAREN KLINE  
08-10-2007 At 03:48 PM.  
MORTGAGE 92.00  
OR Book 187 Page 812 - 821

Loan No. 085 095 477893-10

**REAL ESTATE MORTGAGE**

OPEN-END MORTGAGE; Total indebtedness Not to Exceed \$10,000,000.00

THIS MORTGAGE made this 8th day of August, 2007, by and between PSD Development, LLC, an Ohio limited liability company

(hereafter jointly and severally referred to as "Mortgagor"), of 7148 State Highway 199 Upper Sandusky, OH and Ag Credit, ACA

, whose principal office is at

610 W Lytle St, Fostoria, OH 44830-3422, a Federally chartered instrumentality created under an act of Congress (hereafter referred to as "Mortgagee"), WITNESSETH that Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does grant, convey and mortgage unto the Mortgagee, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures and crops thereon or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals, including coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging, situated in Salem and Crawford Township, Wyandot County, State of Ohio (sometimes hereafter called the "Mortgaged Premises"):

see the attached Exhibit "A"

This Mortgage is made:

FIRST, To secure the payment of the indebtedness due from PSD Development, LLC, PSD Leasing, LLC, PSD Partners, LLC and Kalmbach Feeds, Inc.to the Mortgagee in the principal sum of Seven Million and 00/100

Dollars (\$ 7,000,000.00), which the Mortgagee has advanced, or has obligated itself to advance, evidenced by the following described promissory note(s) executed by the aforementioned person(s) and bearing interest from the beginning date of said note(s) as therein specified:

Principal Amount	Date of Note	When Due	Principal Amount	Date of Note	When Due
7,000,000.00	08/08/2007	08/01/2017			

Together with any renewals, extensions, refinances, modifications, reamortizations, and any other rearrangements, partial or otherwise;

SECOND, To secure the payment of all unpaid balances of any additional or other loan advances which the Mortgagee may make under provisions of notes secured hereby, to the aforementioned person(s), no matter how the same may be evidenced; and

THIRD, To secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person(s), at the request of the aforementioned person(s), Mortgagor or his successor in title, no matter how such loans may be evidenced.

In all cases the secured debt includes advancements to protect the security, expenses of collection and reasonable attorneys' fees permitted by law. The parties hereto agree and intend that this Mortgage shall secure unpaid balances of any loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of Ten Million and 00/100

Dollars (\$ 10,000,000.00 ) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

TO HAVE AND TO HOLD the same to the only proper use of the Mortgagee, forever. The said Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this Mortgage, he is well seized of the above described premises, has a good and indefeasible estate in fee simple, and has a good right to encumber the same in manner and form as above written; that the same are free and clear from all unrecorded conveyances and undisclosed interests whatsoever and that he will warrant and defend said premises, with the appurtenances thereunto belonging to said Mortgagee, against all lawful claims and demands whatsoever.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. NO LIENS OR ASSESSMENTS. Not to permit any lien or assessment other than current taxes not delinquent to encumber the Mortgaged Premises.

2. INSURANCE. To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. In addition to other insurance coverages, if the property is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, Mortgagor agrees that upon receipt of notification from Mortgagee and within the time period established by the Mortgagee, Mortgagor will obtain and maintain flood insurance in such amount as the Mortgagee requires on all buildings, improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the Mortgaged Premises described in this real estate mortgage, together with all other personal property securing the Mortgagor's obligations to Mortgagee and maintained in or on such buildings, improvements and mobile home(s), until the loans, future advances and all other indebtedness secured by such property and this real estate mortgage are fully paid. Mortgagee may require the Mortgagor to obtain and maintain such flood insurance at the time the loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Mortgagor further agrees to pay Mortgagee all reasonable fees and costs incurred in determining whether any of such property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan(s)), together with the cost of premiums and fees incurred with purchasing flood insurance for the Mortgagor, if Mortgagor fails to do so within the time period required by the Mortgagee. Any such fees, premiums or costs shall, in the Mortgagee's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s)

*mbk*



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secured hereby or this real estate mortgage. All policies evidencing such insurance shall have attached thereto standard mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days prior written notice of cancellation or material change in coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONALTY. To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly repair, rebuild or restore any part damaged or destroyed. To permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the building, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. APPOINTMENT OF RECEIVER. Mortgagor acknowledges the propriety of, and consents to, upon application of Mortgagee, the appointment of a receiver for the Mortgaged Premises in the event that any action is commenced involving the Mortgaged Premises or to foreclose this Mortgage.

5. CONDEMNATION. In the event of a public taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of the Mortgage.

6. ADVANCEMENTS BY MORTGAGEE. Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the note(s) secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees permitted by law incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

7. EVENTS OF DEFAULT AND ACCELERATION. The occurrence of any of the following shall constitute a default under this Mortgage.

- A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.
- B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- C. Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.
- D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Mortgagor; or the admission by Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises. *PAK*  
in an amount in excess of \$1,000,000.00
- E. Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.

F. ~~Mortgagee shall not be bound by any of the obligations secured hereby by deed or otherwise.~~

G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

Upon any default, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

8. NONWAIVER REMEDIES. Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

9. IN GENERAL. The Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, renewal, refinance, reamortization, modification or other rearrangement shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. The titles of the paragraphs in this instrument are for convenience only and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to, and be binding upon, the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular-form of any word shall mean or apply to the plural, and the masculine form shall mean and apply to the feminine or the neuter.

10. THE CONDITION OF THIS MORTGAGE is such that if the Mortgagor shall well and truly make all payments called for in said note(s) in accordance with its terms, and shall perform and comply with each and all the covenants, conditions and agreements, either in said note(s) or contained in this Mortgage, then this Mortgage shall be null and void, but otherwise the same shall remain in full force and virtue in law.

THIS MORTGAGE IS EXECUTED BY THE MORTGAGOR IN FAVOR OF, AND THE TERM "MORTGAGEE" AS USED HEREIN SHALL INCLUDE, Ag Credit, ACA, FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES Ag Credit, FLCA AND Ag Credit, PCA, AS THEIR INTERESTS MAY APPEAR.

*Phle*

Requested By: msk 06/05/2008

Case: 3:08-cv-01447-JGC Doc #: 1-1 Filed: 06/10/08 Page 1 of 33 PageID #: 27

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IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the day and year first above written.

PSD Development, LLC

By: *Paul M. Kalmbach*

Paul M. Kalmbach, Manager

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(FOR INDIVIDUAL)

STATE OF OHIO

COUNTY OF \_\_\_\_\_ } SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_

\_\_\_\_\_, who acknowledged the execution of the foregoing mortgage and who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Public)

(FOR INDIVIDUAL)

STATE OF OHIO

COUNTY OF \_\_\_\_\_ } SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_

\_\_\_\_\_, who acknowledged the execution of the foregoing mortgage and who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Public)

Requester: msk 06/05/2008

Case: 03-03 CV 01477 SSC Doc 7-1 Filed: 06/16/08 20:01 PageID #: 28

(FOR CORPORATIONS)

STATE OF OHIO  
COUNTY OF WYANDOT

} SS:

On this 8th day of August, 2007, before me, the undersigned, a Notary Public in and for said State and County, this day personally appeared Paul M Kalmbach

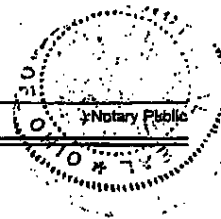
and

xxx, the Manager  
xxx, xxx of PSD Development, LLC, an Ohio limited liability company, xxx who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, acknowledged the execution of the foregoing mortgage for said corporation.

WITNESS my hand and seal this 8th day of August, 2007.

My commission expires:  
May 16, 2009

Jeffrey A Rickenbacher



(FOR PARTNERSHIPS)

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

} SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_ of \_\_\_\_\_ Partnership, who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, acknowledged the execution of the foregoing mortgage for and on behalf of such partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires:

\_\_\_\_\_) Notary Public

The conditions of the within mortgage having been complied with and the same is hereby satisfied and discharged this \_\_\_\_\_ day of \_\_\_\_\_.

AG CREDIT Agricultural Credit Association By \_\_\_\_\_ Vice President

RECEIVED FOR THE RECORD ON THE \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ O'clock \_\_\_\_\_ M and RECORDED \_\_\_\_\_ in  
MORTGAGE BOOK \_\_\_\_\_ Page \_\_\_\_\_

County Recorder \_\_\_\_\_

Instrument 200700034247 OR 187 818 Book Page

This mortgage is given to obtain funds with which to improve the premises herein described and/or pay prior encumbrances thereon, and the mortgagor hereby consents and agrees with the mortgagee whose correct mailing address is 610 W. Lytle St., Fostoria, Ohio, that the funds secured by this mortgage may be paid out by the mortgagee as provided by Section 1311.14 of the Ohio Revised Code. Further, Mortgagee is hereby authorized to perform all acts permitted mortgagee pursuant to Section 1311.14 of the Ohio Revised Code.

#### EXHIBIT A

#### TRACT I

Situated in the Township of Salem, County of Wyandot, State of Ohio;

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

thence on an assumed bearing South 89 deg. 13' 00" West a distance of 884.36 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

thence continuing South 89 deg. 13' 00" West a distance of 390.68 feet along the centerline of County Highway 4 to a railroad spike set;

thence North 29 deg. 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 659.00 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 310.68 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 269.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.900 acres, more or less, based on a survey by Robert Lyn Makeever, P.E., P.S. Surveyor Number 6828, dated September 23, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 30 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

Prior Deed Reference: Volume 192, Page 906.  
PPN: 34-132001-0000

PSD Development, LLC  
Loan #: 085 095 477893-10

Attachment Page One of Four

*pmc*  
*JP*  
*mg*

ALSO,

Situated in the Township of Salem, County of Wyandot and State of Ohio:

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 199 and the north line of the above said quarter section, thence South 88 deg. 16 min. West along the north line of said quarter section a distance of 476.46 feet to the true place of beginning;

Thence <sup>5</sup> 2 deg. 35 min. 40 sec. East a distance of 296.06 feet;

Thence South 89 deg. 13 min. West a distance of 1271.7 feet;

Thence North 29 deg. 21 min. West along the East right-of-way of the C & O Railroad for a distance of 310.4 feet;

Thence North 88 deg. 16 min. East along the north section line a distance of 1410.96 feet to the point of beginning and containing in all 8.77 acres more or less and subject to all highways and other legal easements of record.

PPN: 34-1305.0100 and 34-1300.0100

ALSO,

Situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 34, Township 1 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89 deg. 31 min. 22 sec. West for a distance of 487.64 feet to the place of beginning;

Thence North 6 deg. 06 min. 00 sec. West for a distance of 456.72 feet to a point;

Thence North 16 deg. 36 min. 00 sec. West for a distance of 165.00 feet to a point;

Thence North 23 deg. 51 min. 00 sec. West for a distance of 198.00 feet to a point;

Thence North 35 deg. 0 min. 00 sec. West for a distance of 132.00 feet to a point;

Thence North 36 deg. 10 min. 00 sec. West for a distance of 27.69 feet to an iron pin;

PSD Development, LLC  
Loan #: 085 095 477893-10

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PSD

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Thence South 86 deg. 51 min. 11 sec. West for a distance of 2,038.94 feet to a post;

Thence South 24 deg. 32 min. 17 sec. East on the Easterly line of the C&O Railroad property for a distance of 910.14 feet to a post;

Thence North 89 deg. 31 min. 22 sec. East on the South line of Section 35 for a distance of 1,925.67 feet to the place of beginning (passing over an iron pin at 1,923.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Harry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using tile drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchasers shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

EXCEPTING THEREFROM THE FOLLOWING

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:

Beginning for the same at the Southeast corner in the above said quarter section;

thence South 89 deg. 31 min. 22 sec. West a distance of 487.64 feet;

thence North 06 deg. 06 min. West a distance of 431.82 feet to the true point of beginning;

thence South 75 deg. 38 min. West a distance of 500.00 feet;

thence North 14 deg. 22 min. West a distance of 220.45 feet;

thence North 75 deg. 38 min. East a distance of 492.00 feet;

thence South 23 deg. 51 min. East a distance of 31.40 feet;

thence South 16 deg. 36 min. East a distance of 165.00 feet;

thence South 06 deg. 06 min. East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.

And containing after said exception, 38.87 acres of land, more or less.

PPN: 09-0510.0100 and 09-0630.000

Prior Deed Reference: Volume 196, Page 445

PSD Development, LLC  
Loan #: 085 095 477893-10

**TRACT II****PARCEL 1:**

Situated in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
Being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township,  
Wyandot County, Ohio, and further described as follows:

Commencing at a found railroad spike marking the intersection of centerline of SR 199 and CH 4;

thence S 89 deg. 13' 00" W along the centerline of CH 4, a distance 606.36 feet to a set P-K nail and being the  
POINT OF BEGINNING;

thence continuing S 89 deg. 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;

thence N 00 deg. 47' 01" W, a distance of 269.09 feet to a found iron rod, passing a found iron rod a distance of  
20.00 feet;

thence N 89 deg. 13' 00" E, a distance of 98.00 feet to a set iron rod;

thence S 00 deg. 47' 01" E, a distance of 269.09 feet to the POINT OF BEGINNING, passing a set iron rod a  
distance of 249.09 feet.

Containing in all 0.605 acres of land, more or less, subject to all legal highways and easements of record.  
Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koehler, P.S., #7457, in September 1994.

**PARCEL 2:**

Situated in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

Being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South,  
Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route  
199;

thence South 89 degrees 13 minutes 00 seconds West Seven Hundred Four and Thirty-Six Hundredths  
(704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

thence South 89 degrees 13 minutes 00 seconds West One Hundred Eighty and Zero Hundredths (180.00)  
feet along the centerline of County Highway 4 to a found railroad spike marking the Southeastery corner of a  
2.926 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page  
343 in the Wyandot County Recorder's Office;

thence North 00 degrees 47 minutes 01 seconds West Two Hundred Sixty-Nine and Nine Hundredths (269.09)  
feet along said Montgomery's Westerly line to a found iron rod;

thence North 89 degrees 13 minutes 00 seconds East One Hundred Eighty and Zero Hundredths (180.00) feet  
along said Montgomery's Northerly line to a set iron rod;

thence South 00 degrees 47 minutes 01 seconds East Two Hundred Sixty-Nine and Nine Hundredths (269.09)  
feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearing are  
assumed and for angular measurement only. This legal description is based upon a survey done by James G.  
Homan, Jr., P.S. #6972, HANK AND ASSOCIATES, INC., in September 1991.

AND CONTAINING IN THE AGGREGATE, IN PARCEL NO. 1 AND PARCEL NO. 2, 1.715 ACRES, MORE OR  
LESS.

PSD Development, LLC  
Loan #: 085 095 477893-10

Attachment Page Four of Four

Instrument:  
20070003247 DR 187 82

Book Page  
187 82  
Patt



PSD Development, LLC, an Ohio  
limited liability company

BE #447567-0001

Loan # 085 008 05288436-10

OH657 (07/07)

Instrument  
200800036606 OR  
Book Page  
193 360**REAL ESTATE MORTGAGE**

OPEN-END MORTGAGE; Total Indebtedness Not to Exceed \$12,000,000.00

THIS MORTGAGE made this 1<sup>st</sup> day of April, 2008 by and betweenPSD Development, LLC, an Ohio limited liability company(hereafter jointly and severally referred to as "Mortgagor"), of 7148 State Highway 199 Upper Sandusky, OH

and Ag Credit Agricultural Credit Association, for itself and/or as agent/nominee, whose principal office is at 610 West Lytle Street, Fostoria, Ohio 44830, a corporation created under an act of Congress (hereafter referred to as "Mortgagee"). WITNESSETH that Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does grant, convey and mortgage unto the Mortgagee, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures and crops thereon or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals, including coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging,

situated in Salem and Crawford Township, Wyandot County, State of Ohio (sometimes hereafter called the "Mortgaged Premises"):

See Attached EXHIBIT A

200800036606  
Filed for Record in  
WYANDOT COUNTY  
KAREN KLINE  
04-18-2008 At 02:19 pm.  
MORTGAGE 76.00  
OR Book 193 Page 360 - 367

This Mortgage is made:

FIRST, To secure the payment of the indebtedness due from PSD Development, LLC, PSD Leasing, LLC, PSD Partners, LLC, and Kalmbsch Feed, Inc. to the Mortgagee in the principal sum of Five Million and No/100 Dollars (\$5,000,000.00) which the Mortgagee has advanced, or has obligated itself to advance, evidenced by the following described promissory note(s) executed by the aforementioned person(s) and bearing interest from the interest beginning date of said note(s) as therein specified:

Loan Number	Principal Amount	Date of Note	When Due	Loan Number	Principal Amount	Date of Note	When Due
05288436-10	\$5,000,000.00	04/18/2008	04/01/2018				

Together with any renewals, extensions, refinances, modifications, reamortizations, and any other rearrangements, partial or otherwise;

SECOND, To secure the payment of all unpaid balances of any additional or other loan advances which the Mortgagee may make under provisions of notes secured hereby, to the aforementioned person(s), no matter how the same may be evidenced; and

THIRD, To secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person(s), at the request of the aforementioned person(s), Mortgagor or his successor in title, no matter how such loans may be evidenced.

Borrower Initials



Requested By: rmbk 06/05/2008

Instrument  
200800036406  
Book Page  
193 361PSD Development, LLC, an Ohio  
limited liability company

BE #447567-0001

Loan # 085 008 05288436-10

In all cases the secured debt includes advancements to protect the security, expenses of collection and reasonable attorneys' fees permitted by law. The parties hereto agree and intend that this Mortgage shall secure unpaid balances of any loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of Twelve Million and No/100 Dollars (\$12,000,000.00) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

TO HAVE AND TO HOLD the same to the only proper use of the Mortgagee, forever. The said Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this Mortgage, he is well seized of the above described premises has a good and indefeasible estate in fee simple, and has a good right to encumber the same in manner and form as above written; that the same are free and clear from all unrecorded conveyances and undisclosed interests whatsoever and that he will warrant and defend said premises, with the appurtenances thereunto belonging to said Mortgagee, against all lawful claims and demands whatsoever.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. **NO LIENS OR ASSESSMENTS.** Not to permit any lien or assessment other than current taxes not delinquent to encumber the Mortgaged Premises.

2. **INSURANCE.** To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. In addition to other insurance coverages, if the property is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, Mortgagor agrees that upon receipt of notification from Mortgagee and within the time period established by the Mortgagee, Mortgagor will obtain and maintain flood insurance in such amount as the Mortgagee requires on all buildings, improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the Mortgaged Premises described in this real estate mortgage, together with all other personal property securing the Mortgagor's obligations to Mortgagee and maintained in or on such buildings, improvements and mobile home(s), until the loans, future advances and all other indebtedness secured by such property and this real estate mortgage are fully paid. Mortgagee may require the Mortgagor to obtain and maintain such flood insurance at the time the loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Mortgagor further agrees to pay Mortgagee all reasonable fees and costs incurred in determining whether any of such property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan(s)), together with the cost of premiums and fees incurred with purchasing flood insurance for the Mortgagor, if Mortgagor fails to do so within the time period required by the Mortgagee. Any such fees, premiums or costs shall, in the Mortgagee's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured hereby or this real estate mortgage. All policies evidencing such insurance shall have attached thereto standard mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days prior written notice of cancellation or material change in coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. **MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONALTY.** To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly repair, rebuild or restore any part damaged or destroyed. To permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the building, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor, shall execute and deliver, from time to time such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. **APPOINTMENT OF RECEIVER.** Mortgagor acknowledges the property of, and consents to, upon application of Mortgagee, the appointment of a receiver for the Mortgaged Premises in the event that any action is commenced involving the Mortgaged Premises or to foreclose this Mortgage.

5. **CONDEMNATION.** In the event of a public taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of the Mortgage.

6. **ADVANCEMENTS BY MORTGAGEE.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the note(s) secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees permitted by law incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

**EVENTS OF DEFAULT AND ACCELERATION.** The occurrence of any of the following shall constitute a default under this Mortgage.

- A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.
- B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- C. Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.
- D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Mortgagor; or the admission by Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises.
- E. Default by Mortgagor in the payment of any indebtedness in an amount in excess of \$1,000,000.00 of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.
- F. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

Upon any default, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

**NONWAIVER REMEDIES.** Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

Borrower Initials

PML

PSD Development, LLC, an Ohio  
limited liability company

BE #447567-0001

Loan # 685 008 05288436-10

Instrument  
200800036606 OR  
Book Page  
193 262

IN GENERAL, The Mortgagor may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, renewal, refinancing, reamortization, modification or other rearrangement shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. The titles of the paragraphs in this instrument are for convenience only and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to, and be binding upon, the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural, and the masculine form shall mean and apply to the feminine or the neuter.

THE CONDITION OF THIS MORTGAGE is such that if the Mortgagor shall well and truly make all payments called for in said note(s) in accordance with its terms, and shall perform and comply with each and all the covenants, conditions and agreements, either in said note(s) or in this Mortgage contained, then this Mortgage shall be null and void, but otherwise the same shall remain in full force and virtue in law.

This mortgage is executed by the mortgagor in favor of mortgagees, and the term "mortgagees" as used herein shall include, Ag Credit ACA for itself and/or as agent/nominee for any party, including but not limited to its wholly-owned subsidiaries Ag Credit FLCA and Ag Credit, PCA, as their interests may appear."

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the day and year first above written.

PSD Development, LLC

  
By: Paul M Kalmbach, Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Instrument  
20080036606 OR 193 363  
Book Page**EXHIBIT A****Legal Description****TRACT I**

Situated in the Township of Salem, County of Wyandot, State of Ohio;

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

thence on an assumed bearing South 89 deg. 13' 00" West a distance of 884.36 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

thence continuing South 89 deg. 13' 00" West a distance of 390.68 feet along the centerline of County Highway 4 to a railroad spike set;

thence North 29 deg. 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 659.00 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 310.68 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 269.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.900 acres, more or less, based on a survey by Robert Lyn Makeever, P.E., P.S. Surveyor Number 6828, dated September 23, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 30 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

Prior Deed Reference: Volume 192, Page 906.  
✓PPN: 34-132001-0000

JR  
pm  
D.J.S.

Attachment 1 of 4

PSD Development, LLC  
BE # 447567-0001  
Loan # 085 008 05288436-10

Requested By: mtk 05/05/2008

Instrument  
20080036606 OR  
Book Page  
193 364

ALSO,

Situated in the Township of Salem, County of Wyandot and State of Ohio:

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 199 and the north line of the above said quarter section, thence South 88 deg. 16 min. West along the north line of said quarter section a distance of 476.46 feet to the true place of beginning;

Thence<sup>s</sup> 2 deg. 35 min. 40 sec. East a distance of 296.06 feet;

Thence South 89 deg. 13 min. West a distance of 1271.7 feet;

Thence North 29 deg. 21 min. West along the East right-of-way of the C & O Railroad for a distance of 310.4 feet;

Thence North 88 deg. 16 min. East along the north section line a distance of 1410.96 feet to the point of beginning and containing in all 8.77 acres more or less and subject to all highways and other legal easements of record.

PPN: 34-1305.0100 and 34-1300.0100

ALSO,

Situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 34, Township 1 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89 deg. 31 min. 22 sec. West for a distance of 487.54 feet to the place of beginning;

Thence North 6 deg. 06 min. 00 sec. West for a distance of 456.72 feet to a point;

Thence North 16 deg. 36 min. 00 sec. West for a distance of 165.00 feet to a point;

Thence North 23 deg. 51 min. 00 sec. West for a distance of 198.00 feet to a point;

Thence North 35 deg. 0 min. 00 sec. West for a distance of 132.00 feet to a point;

Thence North 36 deg. 10 min. 00 sec. West for a distance of 27.69 feet to an iron pin;

Attachment 2 of 4

PSD Development, LLC  
BE # 447567-0001  
Loan # 085 008 05288436-10

PMU

Book Page  
193 365

DR

Instrument

200800036606

Thence South 86 deg. 51 min. 11 sec. West for a distance of 2,038.94 feet to a post;

Thence South 24 deg. 32 min. 17 sec. East on the Easterly line of the C&O Railroad property for a distance of 910.14 feet to a post;

Thence North 89 deg. 31 min. 22 sec. East on the South line of Section 35 for a distance of 1,925.67 feet to the place of beginning (passing over an iron pin at 1,923.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Harry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using tile drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchasers shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

EXCEPTING THEREFROM THE FOLLOWING

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:

Beginning for the same at the Southeast corner in the above said quarter section;

thence South 89 deg. 31 min. 22 sec. West a distance of 487.64 feet;

thence North 06 deg. 06 min. West a distance of 431.82 feet to the true point of beginning;

thence South 75 deg. 38 min. West a distance of 500.00 feet;

thence North 14 deg. 22 min. West a distance of 220.45 feet;

thence North 75 deg. 38 min. East a distance of 492.00 feet;

thence South 23 deg. 51 min. East a distance of 31.40 feet;

thence South 16 deg. 36 min. East a distance of 165.00 feet;

thence South 06 deg. 06 min. East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.

And containing after said exception, 38.87 acres of land, more or less.

PFN: 09-0510.0100 and 09-0630.000

Prior Deed Reference: Volume 196, Page 445

Attachment 3 of 4

PSD Development, LLC  
BE # 447567-0001  
Loan # 085 008 05288436-10

Paul

**TRACT II****PARCEL 1:**

Situated in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
Being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township,  
Wyandot County, Ohio, and further described as follows:

Commencing at a found railroad spike marking the intersection of centerline of SR 199 and CH 4;

thence S 89 deg. 13' 00" W along the centerline of CH 4, a distance 606.36 feet to a set P-K nail and being the  
**POINT OF BEGINNING;**

thence continuing S 89 deg. 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;

thence N 00 deg. 47' 01" W, a distance of 269.09 feet to a found iron rod, passing a found iron rod a distance of  
20.00 feet;

thence N 89 deg. 13' 00" E, a distance of 98.00 feet to a set iron rod;

thence S 00 deg. 47' 01" E, a distance of 269.09 feet to the POINT OF BEGINNING, passing a set iron rod a  
distance of 249.09 feet.

Containing in all 0.605 acres of land, more or less, subject to all legal highways and easements of record.  
Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koehler, P.S., #7457, in September 1994.

**PARCEL 2:**

Situated in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

Being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South,  
Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route  
199;

thence South 89 degrees 13 minutes 00 seconds West Seven Hundred Four and Thirty-Six Hundredths  
(704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

thence South 89 degrees 13 minutes 00 seconds West One Hundred Eighty and Zero Hundredths (180.00)  
feet along the centerline of County Highway 4 to a found railroad spike marking the Southeastly corner of a  
2.926 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page  
343 in the Wyandot County Recorder's Office;

thence North 00 degrees 47 minutes 01 seconds West Two Hundred Sixty-Nine and Nine Hundredths (269.09)  
feet along said Montgomery's Westerly line to a found iron rod;

thence North 89 degrees 13 minutes 00 seconds East One Hundred Eighty and Zero Hundredths (180.00) feet  
along said Montgomery's Northerly line to a set iron rod;

thence South 00 degrees 47 minutes 01 seconds East Two Hundred Sixty-Nine and Nine Hundredths (269.09)  
feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearing are  
assumed and for angular measurement only. This legal description is based upon a survey done by James G.  
Homan, Jr., P.S. #6672, HANK AND ASSOCIATES, INC., in September 1991.

AND CONTAINING IN THE AGGREGATE, IN PARCEL NO. 1 AND PARCEL NO. 2, 1.715 ACRES, MORE OR  
LESS.

Attachment 4 of 4

PSD Development, LLC  
BE # 447567-0001  
Loan # 085 008 05288436-10

PMZ

Instrument Book Page  
2008003606 DR 193 367PSD Development, LLC, an Ohio  
limited liability company

BE #447567-0001

Loan # 085 008 05288436-10

(FOR INDIVIDUALS)

STATE OF OHIO

COUNTY OF \_\_\_\_\_

} SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_

\_\_\_\_\_ who acknowledged the execution  
of the foregoing mortgage.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002

My commission expires: \_\_\_\_\_

(

) Notary Public

(FOR INDIVIDUALS)

STATE OF OHIO

COUNTY OF \_\_\_\_\_

} SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_

\_\_\_\_\_ who acknowledged the  
execution of the foregoing mortgage.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires: \_\_\_\_\_

(

) Notary Public

(FOR CORPORATIONS)

STATE OF OHIO

COUNTY OF WYANDOT

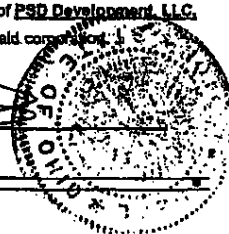
} SS:

On this 18<sup>th</sup> day of April, 2008, before me, the undersigned, aNotary Public in and for said State and County, personally appeared Paul M. Kaimbach the Manager of PSD Development, LLC,  
an Ohio limited liability company, and acknowledged the execution of the foregoing instrument for said corporation.WITNESS my hand and seal this 18<sup>th</sup> day of April, 2008

My commission expires:

May 18, 2009

(Jeffrey A. Rickenbacher) Notary Public



(FOR PARTNERSHIPS)

STATE OF OHIO

COUNTY OF \_\_\_\_\_

} SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared, \_\_\_\_\_

of \_\_\_\_\_

Partnership,

who acknowledged the execution of the foregoing mortgage for and on behalf of such partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires: \_\_\_\_\_

(

) Notary Public

The conditions of the within mortgage having been complied with and the same is hereby satisfied and discharged this \_\_\_\_\_ day  
of \_\_\_\_\_AG CREDIT, Agricultural Credit Association, for itself and/or as agent/nominee  
By \_\_\_\_\_

Title: \_\_\_\_\_

RECEIVED FOR RECORD on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ O'clock \_\_\_\_\_ M

and RECORDED \_\_\_\_\_ in MORTGAGE / OFFICIAL RECORDS Book \_\_\_\_\_ Page \_\_\_\_\_

County Recorder \_\_\_\_\_

This instrument was prepared by AG CREDIT, Agricultural Credit Association, for itself and/or as agent / nominee

Borrower Initials \_\_\_\_\_

Page 4 of 4



200700040961  
 Filed for Record in  
 WYANDOT COUNTY  
 KAREN KLINE  
 08-08-2007 At 03:07 PM.  
 FIXT 28.00

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ag Credit, ACA

620 W Lytle St  
 Fostoria

OH 44830-3422

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME PSD Development, LLC			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 7148 State Highway 199		CITY Upper Sandusky	STATE OH	POSTAL CODE 43351
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION Limited Liability Co		1f. JURISDICTION OF ORGANIZATION Ohio
ADDL INFO RE ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID #, if any 1626380		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME PSD Leasing, LLC			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 7148 State Highway 199		CITY Upper Sandusky	STATE OH	POSTAL CODE 43351
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION Limited Liability Co		2f. JURISDICTION OF ORGANIZATION Ohio
ADDL INFO RE ORGANIZATION DEBTOR		2g. ORGANIZATIONAL ID #, if any 1626381		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Ag Credit, ACA			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 620 W Lytle St		CITY Fostoria	STATE OH	POSTAL CODE 44830-3422
		COUNTRY U.S.A.		

4. This FINANCING STATEMENT covers the following collateral:

Equipment - all equipment and machinery of every type, including furniture, fixtures, boilers, electrical generators, office equipment, equipment supplies, labels, wrappers, containers, cartons, cases, packaging materials, tools and trade fixtures, and all other goods (other than inventory, farm products or consumer goods).

Fixtures - All property that would be a fixture (under applicable state law) on the hereinafter described lands.

Association Equity - All stock, participation certificates and allocated surplus credits, including rights thereto, now or hereafter issued by Secured Party.

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOB	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE! optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2					
8. OPTIONAL FILER REFERENCE DATA						

## FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
19a. ORGANIZATION'S NAME PSD Development, LLC			
OR	19b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
20. MISCELLANEOUS:			

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (21a or 21b) - do not abbreviate or combine names				
21a. ORGANIZATION'S NAME PSD Partners, LLC				
OR	21b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
21c. MAILING ADDRESS 7148 State Highway 189		CITY Upper Sandusky	STATE OH	POSTAL CODE 43351
21d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	21e. TYPE OF ORGANIZATION Limited Liability Co	21f. JURISDICTION OF ORGANIZATION Ohio	21g. ORGANIZATIONAL ID #, if any 1626379 <input type="checkbox"/> NONE
22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (22a or 22b) - do not abbreviate or combine names				
22a. ORGANIZATION'S NAME				
OR	22b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY U.S.A.
22d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	22e. TYPE OF ORGANIZATION	22f. JURISDICTION OF ORGANIZATION	22g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (23a or 23b) - do not abbreviate or combine names				
23a. ORGANIZATION'S NAME				
OR	23b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY U.S.A.
23d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	23e. TYPE OF ORGANIZATION	23f. JURISDICTION OF ORGANIZATION	23g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only org name (24a or 24b)				
24a. ORGANIZATION'S NAME				
OR	24b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
24c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY U.S.A.
25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only org name (25a or 25b)				
25a. ORGANIZATION'S NAME				
OR	25b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
25c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

**EXHIBIT A****TRACT I.**

Situated in the Township of Salem, County of Wyandot, State of Ohio:

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

thence on an assumed bearing South 89 deg. 13' 00" West a distance of 884.36 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

thence continuing South 89 deg. 13' 00" West a distance of 390.68 feet along the centerline of County Highway 4 to a railroad spike set;

thence North 29 deg. 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 659.00 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 310.68 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 269.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.900 acres, more or less, based on a survey by Robert Lyn Makeever, P.E., P.S. Surveyor Number 6828, dated September 23, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 30 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

Prior Deed Reference: Volume 192, Page 906.  
PPN: 34-132001-0000

ALSO,

Situated in the Township of Salem, County of Wyandot and State of Ohio:

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 199 and the north line of the above said quarter section, thence South 88 deg. 16 min. West along the north line of said quarter section a distance of 476.46 feet to the true place of beginning;

Thence <sup>S</sup> 2 deg. 35 min. 40 sec. East a distance of 296.06 feet;

Thence South 89 deg. 13 min. West a distance of 1271.7 feet;

Thence North 29 deg. 21 min. West along the East right-of-way of the C & O Railroad for a distance of 310.4 feet;

Thence North 88 deg. 16 min. East along the north section line a distance of 1410.96 feet to the point of beginning and containing in all 8.77 acres more or less and subject to all highways and other legal easements of record.

PPN: 34-1305.0100 and 34-1300.0100

ALSO,

Situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 34, Township 1 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89 deg. 31 min. 22 sec. West for a distance of 487.64 feet to the place of beginning;

Thence North 6 deg. 06 min. 00 sec. West for a distance of 456.72 feet to a point;

Thence North 16 deg. 36 min. 00 sec. West for a distance of 165.00 feet to a point;

Thence North 23 deg. 51 min. 00 sec. West for a distance of 198.00 feet to a point;

Thence North 35 deg. 0 min. 00 sec. West for a distance of 132.00 feet to a point;

Thence North 36 deg. 10 min. 00 sec. West for a distance of 27.69 feet to an iron pin;

Thence South 86 deg. 51 min. 11 sec. West for a distance of 2,038.94 feet to a post;

Thence South 24 deg. 32 min. 17 sec. East on the Easterly line of the C&O Railroad property for a distance of 910.14 feet to a post;

Thence North 89 deg. 31 min. 22 sec. East on the South line of Section 35 for a distance of 1,925.67 feet to the place of beginning (passing over an iron pin at 1,923.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Harry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using tile drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchasers shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

EXCEPTING THEREFROM THE FOLLOWING

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:

Beginning for the same at the Southeast corner in the above said quarter section;

thence South 89 deg. 31 min. 22 sec. West a distance of 487.64 feet;

thence North 06 deg. 06 min. West a distance of 431.82 feet to the true point of beginning;

thence South 75 deg. 38 min. West a distance of 500.00 feet;

thence North 14 deg. 22 min. West a distance of 220.45 feet;

thence North 75 deg. 38 min. East a distance of 492.00 feet;

thence South 23 deg. 51 min. East a distance of 31.40 feet;

thence South 16 deg. 36 min. East a distance of 165.00 feet;

thence South 06 deg. 06 min. East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.

And containing after said exception, 38.87 acres of land, more or less.

PPN: 09-0510.0100 and 09-0630.000

Prior Deed Reference: Volume 196, Page 445

**TRACT II****PARCEL 1:**

located in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township,  
Wyandot County, Ohio, and further described as follows:

Commencing at a found railroad spike marking the intersection of centerline of SR 199 and CH 4;

thence S 89 deg. 13' 00" W along the centerline of CH 4, a distance 606.36 feet to a set P-K nail and being the  
POINT OF BEGINNING;

thence continuing S 89 deg. 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;

thence N 00 deg. 47' 01" W, a distance of 269.09 feet to a found iron rod, passing a found iron rod a distance of  
100.00 feet;

thence N 89 deg. 13' 00" E, a distance of 98.00 feet to a set iron rod;

thence S 00 deg. 47' 01" E, a distance of 269.09 feet to the POINT OF BEGINNING, passing a set iron rod a  
distance of 249.09 feet.

Containing in all 0.605 acres of land, more or less, subject to all legal highways and easements of record.  
Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koehler, P.S., #7457, in September 1994.

**PARCEL 2:**

located in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South,  
Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route  
199;

thence South 89 degrees 13 minutes 00 seconds West Seven Hundred Four and Thirty-Six Hundredths  
(704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

thence South 89 degrees 13 minutes 00 seconds West One Hundred Eighty and Zero Hundredths (180.00)  
feet along the centerline of County Highway 4 to a found railroad spike marking the Southeastly corner of a  
2.926 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page  
343 in the Wyandot County Recorder's Office;

thence North 00 degrees 47 minutes 01 seconds West Two Hundred Sixty-Nine and Nine Hundredths (269.09)  
feet along said Montgomery's Westerly line to a found iron rod;

thence North 89 degrees 13 minutes 00 seconds East One Hundred Eighty and Zero Hundredths (180.00) feet  
along said Montgomery's Northerly line to a set iron rod;

thence South 00 degrees 47 minutes 01 seconds East Two Hundred Sixty-Nine and Nine Hundredths (269.09)  
feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearing are  
assumed and for angular measurement only. This legal description is based upon a survey done by James G.  
Homan, Jr., P.S. #6972, HANK AND ASSOCIATES, INC., in September 1991.

AND CONTAINING IN THE AGGREGATE, IN PARCEL NO. 1 AND PARCEL NO. 2, 1.715 ACRES, MORE OR  
LESS.

Requested By: msk 06/05/2008

Case: 3:08-cv-01447-JGC Doc #: 1-1 Filed: 06/16/08 Page 1 of 1

NOTICE OF COMMENCEMENT  
NO. 9711, REV. 10/11/06, EFC 4-16-07

200600031243

Filing Office: Recorder of Deeds, Ohio  
County: Sandusky, Ohio 44871

KAREN KLINE

11-30-2006 At 10:01 am.

NOTICE COMM

28.00

DR Book 176 Page 229 - 230

PRIVATE IMPROVEMENT  
NOTICE OF COMMENCEMENT

STATE OF OHIO

COUNTY OF Wyandot

SS:

Upper Sandusky, Ohio

November 24, 2006

Paul M. Kalmbach says that he is President of  
PSD Development, LLC, and states as follows:

1. The real estate described on the attached Exhibit A' (the "Real Estate") is or will be improved with  
a new feed manufacturing facility (the "Project").

2. PSD Development, LLC, as the owner of the Real Estate, has contracted for  
the Project, and has an address of 7148 State Highway 199, Upper Sandusky, Ohio 43351.

3. (The fee owner of the Real Estate is N/A with an address  
of \_\_\_\_\_).

4. N/A's designee, if any, is \_\_\_\_\_  
with an address of \_\_\_\_\_.

5. PSD Development, LLC has executed contract(s) for the Project with Youngeve Construction, LLC  
with an address (or addresses) of 2015 East Seventh Street,  
Sioux City, Iowa 51101.

6. PSD Development, LLC first executed a contract with an original contractor for the Project  
on April 2, 2006.

7. The name and address of any lending institution(s) providing financing for the Project are as follows:  
Not decided at this time.

8. The name and address of all sureties, if any, guaranteeing payment of the obligations of  
N/A are as follows:

9. TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS: TAKE NOTICE THAT LABOR OR WORK IS ABOUT  
TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY  
DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANICS' LIEN MAY PRESERVE THE LIEN BY  
PROVIDING A NOTICE OF FURNISHING TO THE ABOVE NAMED DESIGNEE AND HIS ORIGINAL CONTRACTOR, IF  
ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE OHIO REVISED CODE.

(or

A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE NAMED OWNER, PART OWNER, LESSEE, DESIGNEE OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.

Book Page  
176  
Instrument  
2006031243 DR

10. The name and address of the person who prepared this Private Improvement Notice of Commencement is

Paul M. Kalmbach; 7148 State Highway 199; Upper Sandusky, Ohio 43351

11. Paul M. Kalmbach, as President

PSD Development, LLC

having been duly sworn, states that the information contained herein is true and correct and that he has the requisite authority to execute this instrument.

(Affiant)

STATE OF OHIO

COUNTY OF Wyandot

SS:

Sworn to before me and subscribed in my presence this 24<sup>th</sup> day of November, 2006.



Diana L. Miller

Notary Public

My Commission Expires January 25, 2011

Diana L. Miller

NOTARY PUBLIC, STATE OF OHIO

My Commission Expires January 25, 2011

1. See Ohio Revised Code §1311.04 for uses, obligations and disposition associated with this form.
2. Title or authority under which the affiant signs this affidavit.
3. Name of owner, part owner or lessee contracting for the improvement.
4. Legal description sufficient for surveyor or description used in instrument of conveyance by owner, part owner or lessee.
5. A brief description of the improvement which is sufficiently precise to allow potential lienholders to identify the project.
6. Owner, part owner or lessee.

7. Only required if contracting party is lessee or land contract vendee.
8. Name(s) of original contractor(s) [see ORC §1311.01 (B)]. If project is single or double-family dwelling and more than one original contractor is involved, state that multiple original contractors are involved rather than listing each original contractor. [see ORC §1311.04 (B)(9)].
9. If improvement involves a single or double family dwelling and there is more than one original contractor, owner shall state that multiple original contractors exist rather than list them individually.

Instrument prepared by

TOTAL



Instrument 200700034248 DR Book Page 187 822

200700034248  
Filed for Record in  
WYANDOT COUNTY  
KAREN KLINE  
08-10-2007 At 03:48 pm.  
NOTICE CONH 52.00  
DR Book 187 Page 822 - 826

**PRIVATE IMPROVEMENT** DR Book  
**AMENDED NOTICE OF COMMENCEMENT**

STATE OF OHIO                    )  
                                      ) ss:  
COUNTY OF WYANDOT            )

Upper Sandusky, Ohio  
August 8, 2007

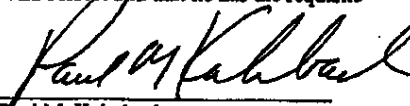
Paul M. Kalmbach says that he is the Manager of PSD Development, LLC, and states as follows:

1. The real property described on the attached Exhibit A (the "Real Estate") is or will be improved with a new feed manufacturing facility (the "Project").
2. PSD Development, LLC, as the owner of the Real Estate, has contracted for the Project, and has an address of 7148 State Highway 199: Upper Sandusky, Ohio 43351.
3. The fee owner of the Real Estate is PSD Development, LLC with an address of 7148 State Highway 199: Upper Sandusky, Ohio 43351.
4. PSD Development LLC's designee, if any is N/A, with an address of \_\_\_\_\_.
5. PSD Development, LLC has executed contract(s) for the Project with Youngevle Construction, LLC, with an address of 2015 East Seventh Street: Sioux City, Iowa 51101.
6. PSD Development, LLC first executed a contract with an original contractor for the Project on April 2, 2006.
7. The name and address of any lending institution(s) providing financing for the Project are as follows:  
Ag Credit ACA, 610 W. Lytle Street, Fostoria, OH 44830  
\_\_\_\_\_  
\_\_\_\_\_.
8. The name and address of all sureties, if any, guaranteeing payment of the obligation of N/A are as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
9. **TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS: TAKE NOTICE THAT LABOR OR WORK IS ABOUT TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANICS' LIEN MAY PRESERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE NAMED DESIGNEE AND HIS ORIGINAL CONTRACTOR, IF ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE OHIO REVISED CODE.**

A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE OWNER, PART OWNER, LESSEE, DESIGNEE OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.


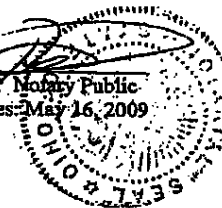
10. The name and address of the person who prepared this Private Improvement Notice of Commencement is Paul M. Kalmbach; 7148 State Highway 199; Upper Sandusky, Ohio 43351.

11. Paul M. Kalmbach, as Manager of PSD Development, LLC, having been duly sworn, states that the information contained herein is true and correct and that he has the requisite authority to execute this instrument.

  
Paul M. Kalmbach

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF WYANDOT        )

Sworn to before me and subscribed in my presence this 8<sup>th</sup> day of August, 2007.

  
Jeffrey A. Rickenbacher, Notary Public  
My Commission Expires: May 16, 2009  


Instrument  
200700034248 OK 187 823 Book Page

Requested By: mbk 06/05/2008

Instrument Book Page  
200700634248 OR 187 824

## EXHIBIT A

## TRACT I.

Situated in the Township of Salem, County of Wyandot, State of Ohio:

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

thence on an assumed bearing South 89 deg. 13' 00" West a distance of 884.36 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

thence continuing South 89 deg. 13' 00" West a distance of 390.68 feet along the centerline of County Highway 4 to a railroad spike set;

thence North 29 deg. 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 659.00 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 310.68 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 269.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.900 acres, more or less, based on a survey by Robert Lyn Makeever, P.E., P.S. Surveyor Number 6828, dated September 23, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 30 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

Prior Deed Reference: Volume 192, Page 906.  
PFN: 34-132001-0000

ALSO,

situated in the Township of Salem, County of Wyandot and State of Ohio:

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 199 and the north line of the above said quarter section, thence South 88 deg. 16 min. West along the north line of said quarter section a distance of 475.46 feet to the true place of beginning;

Thence <sup>S</sup> 2 deg. 35 min. 40 sec. East a distance of 296.06 feet;

Thence South 89 deg. 13 min. West a distance of 1271.7 feet;

Thence North 29 deg. 21 min. West along the East right-of-way of the C & O Railroad for a distance of 310.4 feet;

Thence North 88 deg. 16 min. East along the north section line a distance of 1410.96 feet to the point of beginning and containing in all 8.77 acres more or less and subject to all highways and other legal easements of record.  
PPN: 34-1305.0100 and 34-1300.0100

ALSO,

Situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 34, Township 1 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89 deg. 31 min. 22 sec. West for a distance of 487.64 feet to the place of beginning;

Thence North 6 deg. 06 min. 00 sec. West for a distance of 456.72 feet to a point;

Thence North 16 deg. 36 min. 00 sec. West for a distance of 165.00 feet to a point;

Thence North 23 deg. 51 min. 00 sec. West for a distance of 198.00 feet to a point;

Thence North 35 deg. 0 min. 00 sec. West for a distance of 132.00 feet to a point;

Thence North 36 deg. 10 min. 00 sec. West for a distance of 27.69 feet to an iron pin;

Requested By: mba 06/05/2008

Instrument  
200700034248 DR 187 826  
Book Page

Thence South 86 deg. 51 min. 11 sec. West for a distance of 2,038.94 feet to a post;

Thence South 24 deg. 32 min. 17 sec. East on the Easterly line of the C&O Railroad property for a distance of 910.14 feet to a post;

Thence North 89 deg. 31 min. 22 sec. East on the South line of Section 35 for a distance of 1,925.67 feet to the place of beginning (passing over an iron pin at 1,923.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Harry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using tile drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchasers shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

EXCEPTING THEREFROM THE FOLLOWING

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:

Beginning for the same at the Southeast corner in the above said quarter section;

thence South 89 deg. 31 min. 22 sec. West a distance of 487.64 feet;

thence North 06 deg. 06 min. West a distance of 431.82 feet to the true point of beginning;

thence South 75 deg. 38 min. West a distance of 500.00 feet;

thence North 14 deg. 22 min. West a distance of 220.45 feet;

thence North 75 deg. 38 min. East a distance of 492.00 feet;

thence South 23 deg. 51 min. East a distance of 31.40 feet;

thence South 16 deg. 36 min. East a distance of 165.00 feet;

thence South 06 deg. 06 min. East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.

And containing after said exception, 38.87 acres of land, more or less.

PPN: 09-0510.0100 and 09-0630.000

Prior Deed Reference: Volume 196, Page 445

**TRACT II****PARCEL 1:**

Situated in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
Being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township, Wyandot County, Ohio, and further described as follows:

Commencing at a found railroad spike marking the intersection of centerline of SR 199 and CH 4;

thence S 89 deg. 13' 00" W along the centerline of CH 4, a distance 606.36 feet to a set P-K nail and being the POINT OF BEGINNING;

thence continuing S 89 deg. 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;

thence N 00 deg. 47' 01" W, a distance of 269.09 feet to a found iron rod, passing a found iron rod a distance of 20.00 feet;

thence N 89 deg. 13' 00" E, a distance of 98.00 feet to a set iron rod;

thence S 00 deg. 47' 01" E, a distance of 269.09 feet to the POINT OF BEGINNING, passing a set iron rod a distance of 249.09 feet.

Containing in all 0.605 acres of land, more or less, subject to all legal highways and easements of record. Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koehler, P.S., #7457, in September 1994.

**PARCEL 2:**

Situated in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

Being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South, Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route 199;

thence South 89 degrees 13 minutes 00 seconds West Seven Hundred Four and Thirty-Six Hundredths (704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

thence South 89 degrees 13 minutes 00 seconds West One Hundred Eighty and Zero Hundredths (180.00) feet along the centerline of County Highway 4 to a found railroad spike marking the Southeastly corner of a 2.928 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page 343 in the Wyandot County Recorder's Office;

thence North 00 degrees 47 minutes 01 seconds West Two Hundred Sixty-Nine and Nine Hundredths (269.09) feet along said Montgomery's Westerly line to a found iron rod;

thence North 89 degrees 13 minutes 00 seconds East One Hundred Eighty and Zero Hundredths (180.00) feet along said Montgomery's Northerly line to a set iron rod;

thence South 00 degrees 47 minutes 01 seconds East Two Hundred Sixty-Nine and Nine Hundredths (269.09) feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearing are assumed and for angular measurement only. This legal description is based upon a survey done by James G. Homan, Jr., P.S. #6972, HANK AND ASSOCIATES, INC., in September 1991.

AND CONTAINING IN THE AGGREGATE, IN PARCEL NO. 1 AND PARCEL NO. 2, 1.715 ACRES, MORE OR LESS.

Requested By: mbk 6/5/2008

200800035901  
 Filed for Record in  
 WYANDOT COUNTY  
 KAREN KLINE  
 02-08-2008 At 10:25 am.  
 MECHANIC LN 52.00  
 DR Book 191 Page 2229 - 2233

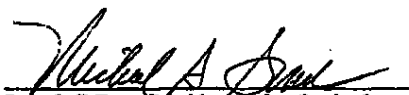
Instrument 200800035901 DR 191 2229 Book Page

**AFFIDAVIT FOR MECHANIC'S LIEN**

STATE OF IOWA )  
 ) SS:  
 COUNTY OF WOODBURY )

Michael A. Gunsch, P.E., President and authorized representative of **YOUNGLOVE CONSTRUCTION, LLC**, an Iowa limited liability company, whose address is 2015 East Seventh Street, P. O. Box 8800, Sioux City, Iowa 51102, being first duly sworn, says that Younglove Construction, LLC, the lien claimant, furnished certain material or performed certain labor or work in furtherance of improvements located on or removed to the land hereinafter described, in pursuance of a certain contract, with PSD Development, LLC, an Ohio limited liability company, the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, whose address is 7148 State Highway 199, Upper Sandusky, Ohio 43351. The first of the labor or work was performed or material was furnished on or about the 17<sup>th</sup> day of August, 2006. The last of the labor or work was performed or material was furnished on the 19<sup>th</sup> day of December, 2007, and there is justly and truly due Younglove Construction, LLC, an Iowa limited liability company, the lien claimant, therefore from PSD Development, LLC, an Ohio limited liability company, the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, over and above all legal setoffs, the sum of One Million, One Hundred Forty Thousand, Three Hundred and Six Dollars and Zero Cents (\$1,140,306.00), for which amount Younglove Construction, LLC, an Ohio limited liability company, the lien claimant, claims a lien on the land, building, or leasehold of which PSD Development LLC, an Ohio limited liability company, is or was the owners, part owners or lessees, as the case may be, which property is described as follows:

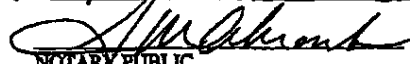
The property generally known as 7148 State Highway 199, Upper Sandusky, Wyandot County, Ohio 43351, including all improvements, equipment, and fixtures as more fully described in the attached Exhibit A, which is incorporated by reference herein, and as set forth in the Notice of Commencement dated November 24, 2006, and recorded at Instrument #200600031243 in the Records of Wyandot County, Ohio; and Amended Notice of Commencement dated August 8, 2007, and recorded at Instrument #200700034248 in the Records of Wyandot County, Ohio, which is herein incorporated by reference.



Michael A. Gunsch, P.E., as President and authorized representative of **YOUNGLOVE CONSTRUCTION, LLC**, an Iowa limited liability company

SWORN AND SUBSCRIBED before me this 6<sup>th</sup> day of Feb, 2008, by Michael A. Gunsch

(SEAL)

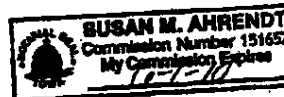


NOTARY PUBLIC

My Commission Expires

PREPARED BY:

Todd A. Harpst, Esq.  
 Roetz & Andrea, L.P.A.  
 222 South Main Street  
 Akron, OH 44308



Requested By: mhb 06/05/2008

JUN-30-2008 12:55 From:MYNDOT CO RECORDER

Instrument  
200800035901 OR 191 2230  
Book Page**EXHIBIT A****TRACT 1.**

situated in the Township of Salem, County of Wyandot, State of Ohio;

And being part of the Northwest Quarter of Section 2, Township 2 South, Range 13 East and more particularly described as follows:

Commencing at a railroad spike found marking the intersection of the centerline of State Route 199 with the centerline of County Highway 4;

thence on an assumed bearing South 89 deg. 13' 00" West a distance of 884.35 feet along the centerline of County Highway 4 to a railroad spike set and being the place of beginning;

thence continuing South 89 deg. 13' 00" West a distance of 390.48 feet along the centerline of County Highway 4 to a railroad spike set;

thence North 29 deg. 13' 00" West a distance of 1216.05 feet to a 5/8 inch iron pin set;

thence North 88 deg. 13' 00" East a distance of 589.00 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 800.27 feet to a 5/8 inch iron pin set;

thence North 89 deg. 13' 00" East a distance of 310.58 feet to a 5/8 inch iron pin set;

thence South 00 deg. 47' 00" East a distance of 289.09 feet to a railroad spike set and being the place of beginning.

The above described tract contains 10.805 acres, more or less, based on a survey by Robert Lynn Makeever, P.E., P.S. Surveyor Number 5528, dated September 03, 1989, but is subject to all highways, easements and restrictions of record.

Unless otherwise noted, all 5/8 inch iron pins set are 20 inch long reinforcing rods with yellow plastic caps stamped "Makeever & Assoc."

Prior Deed Reference: Volume 192, Page 906.  
PPW: 94-232001-0000



Requested By: mtk 06/05/2008

Case: 3:08 cv 0147 JCC Doc #: 1-1 Filed: 06/10/08 Page 17 of 31

JAN-30-2008 12:55 From: WYANDOT CO RECORDER

Instrument  
200800035901 DR 191 2231  
Book Page

ALSO,

situated in the Township of Salem, County of Wyandot and State of Ohio;

Being known as part of the Northwest quarter of Section 2, Township 2 South, Range 13 East, Salem Township, Wyandot County, Ohio and more fully described as follows:

Beginning at the intersection of the center line of SR 195 and the north line of the above said quarter section, thence South 88 deg. 16 min. West along the north line of said quarter section a distance of 476.46 feet to the true place of beginning;

Thence 3 deg. 35 min. 40 sec. East a distance of 296.04 feet;

Thence South 89 deg. 13 min. West a distance of 1271.7 feet;

Thence North 29 deg. 21 min. West along the East right-of-way of the C & O Railroad for a distance of 910.4 feet;

Thence North 88 deg. 16 min. East along the north section line a distance of 1410.38 feet to the point of beginning and containing in all 8.77 acres more or less and subject to all highways and other legal easements of record.

PPN: 34-1305.0100 and 34-1306.0100

ALSO,

situated in the Township of Crawford, County of Wyandot and State of Ohio and bounded and described as follows:

Situated in the Southwest corner of Section 35 and the Southeast Quarter of Section 36, Township 3 South, Range 13 East, commencing at a monument located at the Southeast corner of the Southwest Quarter (1/4) of Section 35; running thence South 89 deg. 31 min. 22 sec. West for a distance of 487.64 feet to the place of beginning;

Thence North 6 deg. 06 min. 00 sec. West for a distance of 455.72 feet to a point;

Thence North 16 deg. 36 min. 00 sec. West for a distance of 188.00 feet to a point;

Thence North 23 deg. 51 min. 00 sec. West for a distance of 198.00 feet to a point;

Thence North 35 deg. 8 min. 00 sec. West for a distance of 132.00 feet to a point;

Thence North 36 deg. 10 min. 00 sec. West for a distance of 27.63 feet to an iron pin;

Instrument  
200800035901 DR 191 2231

Requested By: mbs 06/05/2008

JAN-30-2008 12:53 From: MYRADOT CO RECORDER

Instrument  
200800035901 OR 191 2232  
Book Page

200800035901 OR 191 2232

Thence South 86 deg. 51 min. 11 sec. West for a distance of 2,038.94 feet to a post;

Thence South 14 deg. 32 min. 17 sec. East on the westerly line of the C&O Railroad property for a distance of 910.14 feet to a post;

Thence North 89 deg. 31 min. 22 sec. East on the South line of Section 35 for a distance of 1,928.67 feet to the place of beginning (passing over an iron pin at 1,928.67 feet) and containing 41.40 acres of land more or less but subject to all legal highways. (Reference is made to survey by Henry C. Kennard dated July 1973 and recorded in County Engineers Record of Surveys, Volume 5, Page 83) and subject to all easements of record. Together with the right, privilege and easement of using this drain from said premises over the lands retained by the grantor of the deed recorded in Vol. 156, Page 317 providing that said purchaser shall bear the expense of the clean-out of such tile ditch if it should become plugged by any act or fault on the part of said purchaser or his agents or assigns.

#### EXCEPTED THEREFROM THE FOLLOWING

Being known as part of the Southwest Quarter of Section 35, Crawford Township, Township 1 South, Range 13 East, Wyandot County, Ohio, and more fully described as follows:

Beginning for the same at the Southeast corner in the above said quarter section;

thence South 89 deg. 31 min. 22 sec. West a distance of 487.64 feet;

thence North 06 deg. 06 min. West a distance of 431.82 feet to the true point of beginning;

thence South 78 deg. 36 min. West a distance of 500.00 feet;

thence North 14 deg. 22 min. West a distance of 220.45 feet;

thence North 75 deg. 38 min. East a distance of 492.00 feet;

thence South 23 deg. 51 min. East a distance of 31.40 feet;

thence South 18 deg. 36 min. East a distance of 165.00 feet;

thence South 06 deg. 06 min. East a distance of 24.90 feet to the point of beginning and containing in all 2.53 acres, more or less, and subject to all legal highways and other legal easements of record.

And containing after said exception, 38.87 acres of land, more or less.

PPW: 07-0510,0100 and 07-0520,000

Prior Deed Reference: Volume 196, Page 448

Requested By: mck 06/05/2008

JUN-30-2008 12:56 From WYANDOT CO RECORDER

Instrument  
200800035901 OR  
Book Page  
191 2233**TRACT II****PARCEL 1:**

Situated in the Township of Salem, County of Wyandot, State of Ohio and bounded and described as follows:  
Being a parcel of land situated in part of the northwest quarter of Section 2, T-2-S, R-13-E, Salem Township,  
Wyandot County, Ohio, and further described as follows:

Commencing at a found railroad spike marking the intersection of centerline of SR 168 and CH 4;

thence S 88 deg. 13' 00" W along the centerline of CH 4, a distance 808.38 feet to a set P-K nail and being the  
POINT OF BEGINNING;

thence, continuing S 88 deg. 13' 00" W along said centerline, a distance of 98.00 feet to a found railroad spike;

thence N 00 deg. 47' 01" W, a distance of 288.08 feet to a found iron rod, passing a found iron rod a distance of  
20.00 feet;

thence N 88 deg. 13' 00" E, a distance of 98.00 feet to a set iron rod;

thence S 00 deg. 47' 01" E, a distance of 288.08 feet to the POINT OF BEGINNING, passing a set iron rod a  
distance of 248.08 feet.

Containing in all 0.805 acres of land, more or less, subject to all legal highways and easements of record.  
Bearings are assumed for angular measurement only.

This legal description is based upon a survey performed by Victor B. Koshier, P.S., #7457, in September 1994.

**PARCEL 2:**

Situated in the Township of Salem, County of Wyandot, State of Ohio, and bounded and described as follows:

Being a parcel of land situated in the Northwest Quarter of Section 2, Salem Township, Town-2-South,  
Range-13-East, Wyandot County, Ohio, described as follows:

Commencing at a found railroad spike marking the centerline intersection of County Highway 4 and State Route  
168;

thence South 88 degrees 13 minutes 00 seconds West Seven Hundred Four and Thirty-Six Hundredths  
(704.36) feet along the centerline of County Highway 4 to a set railroad spike, THE POINT OF BEGINNING;

thence South 88 degrees 13 minutes 00 seconds West One Hundred Eighty and Zero Hundredths (180.00)  
feet along the centerline of County Highway 4 to a found railroad spike marking the Southeastern corner of a  
2.828 acre parcel of land now or formerly owned by Virgil Montgomery as described in Deed Volume 141, Page  
943 in the Wyandot County Recorder's Office;

thence North 00 degrees 47 minutes 01 seconds West Two Hundred Eighty-Nine and Nine Hundredths (289.09)  
feet along said Montgomery's Westerly line to a found iron rod;

thence North 88 degrees 13 minutes 00 seconds East One Hundred Eighty and Zero Hundredths (180.00) feet  
along said Montgomery's Northerly line to a set iron rod;

thence South 00 degrees 47 minutes 01 seconds East Two Hundred Eighty-Nine and Nine Hundredths (289.09)  
feet to the centerline of County Highway 4, THE POINT OF BEGINNING.

Containing in all 1.111 acres of land, more or less, subject to all legal highways and easements. Bearings are  
assumed and for angular measurement only. This legal description is based upon a survey done by James G.  
Homer, Jr., P.S., #8872, HANK AND ASSOCIATES, INC., in September 1991.

AND CONTAINING IN THE AGGREGATE, IN PARCEL NO. 1 AND PARCEL NO. 2, 1.716 ACRES, MORE OR  
LESS.

200700032932  
Filed for Record in  
WYANDOT COUNTY  
KAREN KLINE  
04-26-2007 At 10:39 am.  
EMPLOY LIEN .00  
DR Book 182 Page 673 - 673

Employer Number: 1396749008

Lien Number: UC038899

Issue Date: 04-07-07

NOTICE OF LIEN - WYANDOT County, Ohio

I, BYRON ARCHER the duly appointed, representative of HELEN JONES-KELLY, Director of the Ohio Department of Job and Family Services, do hereby certify and give notice of lien that the following contribution(s) required to be paid by the unemployment compensation law of Ohio in the following amount, or amounts, to the Ohio Department of Job and Family Services, Bureau of Unemployment Compensation Tax by an employer, to wit:

Kalmbach Feed Ingredients, Inc

7150 State Hwy 199

Upper Sandusky, Oh 43351

AG# 6512442

DRL# 1396749008

ASSESSMENT NUMBER / PERIOD

F4686073 2/2006 F4708606 3/2006

TOTAL BALANCE DUE

9,682.22

were not paid when due and now are delinquent and will bear interest pursuant to Ohio Revised Code 4141.23 from respective due date as herein above set forth. Said contribution(s), interest, penalty, and forfeiture, if any, thereon are a lien upon real and personal property of said employer within the county of WYANDOT State of Ohio.

I certify the foregoing to be a true and correct copy of the action taken by Ohio Department of Job and Family Services, at Columbus, Ohio with respect to the above matter this on 04-07-07.

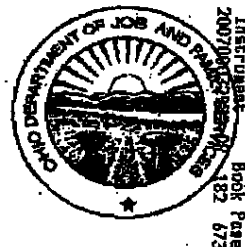
"...any contribution, interest, penalty, or forfeiture required to be paid under such sections by any employer shall, if not paid when due, become a lien upon real and personal property of such employer..."  
Section 4141.23 ORC.

This instrument was prepared by The Ohio Attorney General.

*Byron Archer*  
Ohio Department of Job and Family Services

UCTLN2

Reserved For County Recorder



# Real Estate Receipts

place cursor here for information about this page

<u>Payment Status</u>	-nothing due-	
<u>Owner / Legal Desc</u>	PSD DEVELOPMENT LLC	12/29/06
<u>Soil Analysis</u>		106090 Land
<u>Notes / Sales</u>		299800 Bldg
<u>Charge Basis</u>		405890 Total
<u>Prior Years' History</u>	bl#	21660 Cauv
<u>Project File</u>	total due --->	.00

<u>House Info</u>		
<u>Land Info</u>	PSD DEVELOPMENT LLC	9- LNDS SW PT
<u>Bldg Info</u>		051001.0000 SW1/4
<u>Sketch</u>		
<u>Levy Information</u>	7148 STATE HWY 199	rts: 13 01 35
<u>Property Card</u>	UPPER SANDUSKY OH	433519359 38.8600
-----	43351-9359	AGR

EXIT / HOME

RETURN TO SEARCH

NEXT PAGE

<b>Previous Record</b>	<b>Charge:</b>	<b>Real Estate</b>	<b>Prior</b>	<b>Dec Interest</b>	<b>1st-Half</b>	<b>1st- 2nd-Half Penalty</b>	<b>2nd- Interest Penalty</b>
					1506.97	1506.97	
<b>Next Record</b>	<b>Credit:</b>				1506.97	1506.97	

Information reflects county records as of: 3:32 am 06/10/2008	<b>Due:</b>		
	<b>Special Assessments</b>		
	<b>Charge:</b>	14.78	14.78
	<b>Credit:</b>	14.78	14.78

**Due:**  
Payments most recently received (this tax year):  
3043.50  
2/22/08

Legal Disclaimer

# Real Estate Receipts

place cursor here for information about this page

## Payment Status

Owner / Legal Desc PSD DEVELOPMENT LLC 12/29/06 17910 Land  
 Soil Analysis 17910 Bldg  
 Notes / Sales 17910 Total  
 Charge Basis 2430 Cauv  
 Prior Years' History bl#  
 Project File total due ---> .00  
 House Info

Land Info PSD DEVELOPMENT LLC 34- LND PT  
 Bldg Info 132001.0000 NW1/4  
 Sketch  
 Levy Information 7148 STATE HWY 199 rts: 13 02 02  
 Property Card UPPER SANDUSKY OH 10.9000  
 43351-9359 433519359 AGR

EXIT / HOME

RETURN TO SEARCH

NEXT PAGE

Previous Record

Next Record

Real Estate	Prior	Dec Interest	1st-Half	1st-Penalty	2nd-Half	2nd- Interest Penalty
-------------	-------	--------------	----------	-------------	----------	-----------------------

Charge:			11.34		11.34	
Credit:			11.34		11.34	

Due:  
 Special Assessments

Charge:	11.00
Credit:	11.00

Information reflects county records as of:  
 3:32 am  
 06/10/2008

Due:  
 Payments most recently received (this tax year):  
 33.68  
 2/22/08

Legal Disclaimer

# Real Estate Receipts

place cursor here for information about this page

## Payment Status

-nothing due-

Owner / Legal Desc

PSD DEVELOPMENT LLC

12/29/06

30 Land

Notes / Sales

Bldg

Charge Basis

30 Total

Prior Years' History

House Info

bl#

Land Info

.00

Bldg Info

total due --->

Sketch

Levy Information

PSD DEVELOPMENT LLC

9-

063000.0000

LNDS SE PT

SE1/4

## **Property Card**

----- 7148 STATE HWY 199

rts:

13 01 34

EXIT / HOME

UPPER SANDUSKY OH 43351-

433519359

RES

RETURN TO

SEARCH

NEXT PAGE

**Previous**

**Real Estate**

**Prior**

**Dec  
Interest**

**1st-  
Half**

**1st-  
Penalty**

**2nd-  
Half**

**2nd- Interest  
Penalty**

**Record**

**Charge:**

13

13

**Next Record**

**Credit:**

13

13

Information reflects  
county records as  
of:

3:32 am

06/10/2008

**Due:**

**Special  
Assessments**

**Charge:**

**Credit:**

**Due:**

Payments most recently received (this tax  
year):

26

2/22/08

Legal Disclaimer

# Real Estate Receipts

place cursor here for information about this page

Payment Status

-nothing due-

Owner / Legal Desc

PSD DEVELOPMENT LLC

12/29/06

9310 Land

Notes / Sales

Bldg

Charge Basis

9310 Total

Prior Years' History

Project File

bl#

House Info

total due --->

.00

Land Info

Bldg Info

PSD DEVELOPMENT LLC

34-

LNDS NPT

Sketch

130001.0000

NW1/4

Levy Information

Property Card

7148 STATE HWY 199

rts:

13 02 02

EXIT / HOME

UPPER SANDUSKY OH

433519359

4.1900 RES

RETURN TO

SEARCH

NEXT PAGE

Real Estate

Prior

Dec  
Interest

1st-  
Half

1st-  
Penalty

2nd-  
Half

2nd- Interest  
Penalty

Previous

Charge:

43.48

43.48

Record

Credit:

43.48

43.48

Next Record

**Due:**

**Special  
Assessments**

Information reflects

county records as

of:

Charge:

4.23

3:32 am

Credit:

4.23

06/10/2008

**Due:**

Payments most recently received (this tax  
year):

91.19

2/22/08

Legal Disclaimer



## Real Estate Receipts

place cursor here for information about this pagePayment Status

-nothing due-

Owner / Legal Desc

PSD DEVELOPMENT LLC

12/29/06

10060 Land

Notes / Sales

Bldg

Charge Basis

10060 Total

Prior Years' HistoryProject File

bl#

House Info

total due ---&gt;

.00

Land InfoBldg Info

PSD DEVELOPMENT LLC

34-

LNDS NPT NW

Sketch

130501.0000

1/4

Levy InformationProperty Card

7148 STATE HWY 199

rts:

13 02 02

EXIT / HOME

UPPER SANDUSKY OH

433519359

4.5800 RES

RETURN TOSEARCHNEXT PAGE

Real Estate

Prior

Dec  
Interest1st-  
Half1st-  
Penalty2nd-  
Half2nd- Interest  
PenaltyPrevious

Charge:

46.94

46.94

Record

Credit:

46.94

46.94

Next Record**Due:**

Information reflects

**Special  
Assessments**

county records as

of:

Charge:

4.62

3:32 am

Credit:

4.62

06/10/2008

**Due:**Payments most recently received (this tax  
year):

98.50

2/22/08

Legal Disclaimer

## Real Estate Receipts

place cursor here for information about this pagePayment Status

-nothing due-

Owner / Legal Desc

SAYRE GARNETT

Notes / Sales

DOUGLAS &amp; JOY AJT

1/02/98

2030 Land

Charge Basis

PSD DEVELOPMENT LLC

4/27/07

Bldg

Prior Years' HistoryProject File

2030 Total

House Info

bl#

Land Info

total due ---&gt;

.00

Bldg InfoSketchLevy Information

PSD DEVELOPMENT LLC

34-

132000.0000

LNDM PT MPT

N1/2 NW1/4

Property Card

----- 7148 STATE HWY 199

rts:

13 02 02

EXIT / HOME

UPPER SANDUSKY OH

433519359

.6100 RES

RETURN TOSEARCHNEXT PAGEPreviousRecordNext Record

Real Estate

Prior

Dec  
Interest1st-  
Half1st-  
Penalty2nd-  
Half2nd- Interest  
Penalty

Charge:

9.47

9.47

Credit:

9.47

9.47

Information reflects  
county records as  
of:

3:32 am

06/10/2008

Due:

Special  
Assessments

Charge:

2.00

Credit:

2.00

Due:

Payments most recently received (this tax  
year):

20.94

2/22/08

Legal Disclaimer

## Real Estate Receipts

place cursor here for information about this pagePayment Status

-nothing due-

Owner / Legal Desc

SAYRE GARNETT

Notes / Sales

DOUGLAS &amp; JOY AJT

1/02/98

11000 Land

Charge Basis

PSD DEVELOPMENT LLC

4/27/07

65630 Bldg

Prior Years' HistoryProject File

76630 Total

House Info

bl#

Land Info

total due ---&gt;

.00

Bldg InfoSketchLevy Information

PSD DEVELOPMENT LLC

34-

132002.0000

LND PT SE COR

MPT N1/2

Property Card

NW1/4

-----

7148 STATE HWY 199

rts:

13 02 02

EXIT / HOME

UPPER SANDUSKY OH

433519359

1.1100 RES

RETURN TO

43351-9359

SEARCHNEXT PAGEPreviousRecordNext Record

Real Estate

Prior

Dec  
Interest1st-  
Half1st-  
Penalty2nd-  
Half2nd- Interest  
Penalty

Charge:

347.77

347.77

Credit:

347.77

347.77

Information reflects

county records as  
of:

3:32 am

06/10/2008

Due:

Special  
Assessments

Charge:

2.00

Credit:

2.00

Due:

Payments most recently received (this tax  
year):

697.54

2/22/08

Legal Disclaimer